RULE IN SHELLEY'S CASE — WHETHER APPLICABLE WHEN ANCESTOR'S ESTATE IS A VESTED REMAINDER. — A testator devised real estate to A for life, and at A's death to B. Should B predecease A, then the property was to go to B's heirs. B predeceased A. *Held*, that the heir of B takes by purchase under the will and not by descent, since the Rule in Shelley's Case cannot be applied where the ancestor takes a remainder and not an estate in possession. *Glendenning* v. *Dickinson*, 14 West. L. Rep. 419 (Brit. Columbia, Ct. App., June 1, 1910).

The only case found in point decides that the rule is applicable. *Wool* v. *Fleetwood*, 136 N. C. 460. And it is clear law that the rule applies when the ancestor's estate is a vested remainder which subsequently becomes the particular estate. *Spader* v. *Powers*, 56 Hun (N. Y.) 153; *Reutter* v. *McCall*, 192 Pa. St. 77; *Vangieson* v. *Henderson*, 150 Ill. 119. But nothing should turn on whether the remainder ever becomes an estate in possession, for if the rule operates upon the estate at all, it must operate when the estate vests in the ancestor, namely, the moment the instrument takes effect. See GRAY, RULE AGAINST PERPETUITIES, 2 ed., §§ 8, 9; CHALLIS, REAL PROP., 2 ed., 142. No such distinction can be deduced from the rule. *Shelley's Case*, 1 Coke 93 a, 104 a. The decision in the principal case seems to be based on the erroneous idea that the words "freehold" and "estate for life," occurring in the rule, mean only an estate in possession.

SCHOOLS AND SCHOOL DISTRICTS — READING BIBLE IN PUBLIC SCHOOLS. — In a public school, during school hours, the teacher conducted religious exercises, consisting of the reading of passages from the King James version of the Bible, reciting the Lord's Prayer as there found, and singing sacred hymns. The children of the relator, who was a Roman Catholic, were required to participate. The state constitution guarantees the free exercise and enjoyment of religious worship, and prohibits the appropriation of any public fund for any sectarian purpose. *Held*, that such exercises are unlawful. *People ex rel. Ring* v. *Board of Education of Dist. 24*, 92 N. E. 251 (Ill.).

It is generally agreed that religious exercises do not violate constitutional provisions guaranteeing freedom of worship, so long as the pupils need not be present or participate. *Billard* v. *Board of Education*, 69 Kan. 53; *Pfeiffer* v. *Board of Education*, 118 Mich. 560. *Contra*, *State ex rel. Weiss* v. *District Board, etc. of Edgerton*, 76 Wis. 177. Nor do such exercises make a public school a "place of worship." *Moore* v. *Monroe*, 64 Ia. 367; *Church* v. *Bullock*, 109 S. W. 115 (Tex.). The apparent conflict as to the meaning of "sectarian" is due largely to differences in the constitutional provisions wherein this word is used. The prevailing opinion is that reading from the King James version of the Bible does not make a public school a "sectarian school." *Stevenson* v. *Hanyon*, 7 Pa. Dist. 585; *Hackett* v. *Brooksville Graded School Dist.*, 120 Ky. 608. But the better view seems to be that this version is a "sectarian book," and that reading from it without comment or interpretation constitutes "sectarian instruction"; for the King James translation is the book adopted by the adherents of the Protestant faith as the basis of their beliefs, and reading therefrom without authoritative exposition is peculiar to that faith. *State ex rel. Weiss* v. *District Board, etc. of Edgerton, supra; State ex rel. Freeman* v. *Scheve*, 65 Neb. 853. *Contra*, *Hackett* v. *Brooksville Graded School Dist., supra.*

STATUTE OF FRAUDS — CONTRACTS NOT TO BE PERFORMED WITHIN ONE YEAR. — The plaintiff, a dairyman, employed the defendant under a contract terminable by either on one week's notice, but subject to an oral agreement that, for three years after quitting or being discharged from such employment, the defendant should not sell milk within a radius of four miles from the plaintiff's route, nor solicit his customers. The action was to enjoin breaches of the

oral agreement. *Held*, that it is void within the Statute of Frauds. *Reeve* v. *Jennings*, [1910] 2 K. B. 522.

A contract of employment which in terms binds neither party definitely for more than one year need not be in writing, though the expectation be that it will extend over a longer period. *Carnig* v. *Carr*, 167 Mass. 544. Moreover, the weight of authority probably is that a contract is not within the statute, if it is intended that one of the parties complete his performance within a year. *Donellan* v. *Read*, 3 B. & Ad. 899; *Curtis* v. *Sage*, 35 Ill. 22; *Sauser* v. *Kearney*, 126 N. W. 322 (Ia.). There is considerable authority against this view, however, and on principle it is difficult to understand how an "agreement" may be "performed," within the language of the statute, by fulfilment on one side only. *Pierce* v. *Paine*, 28 Vt. 34; *Marcy* v. *Marcy*, 9 Allen (Mass.) 8. But in the principal case the three-year prohibition precludes performance by the defendant within one year, and justifies the inference that the parties expected that the plaintiff should employ him for a longer period. This intention and expectation of the parties is entitled to weight. *Roberts* v. *Tucker*, 3 Exch. 632; *White* v. *Fitts*, 102 Me. 240. Thus the case does not come within the exception stated, and the decision shows a wholesome disinclination to subject the statute to further encroachment by judicial interpretation.

STATUTE OF FRAUDS — CONTRACTS NOT TO BE PERFORMED WITHIN A YEAR — WHETHER PROVISION APPLIES TO CONTRACTS FOR SALE OF GOODS. — The plaintiff and defendant entered into an oral contract for the sale of goods, not to be performed within a year. There was a part performance sufficient to take the case out of section 4 of the Sale of Goods Act, formerly section 17 of the Statute of Frauds. *Held*, that section 4 of the Statute of Frauds, relating to contracts not to be performed within a year, is applicable to contracts for the sale of goods. *Prested Miners Gas Indicating Electric Lamp Co.* v. *Garner*, [1910] 2 K. B. 776.

This point is definitely decided for the first time. In a few American cases it has been held that section 4 of the Statute of Frauds applies to contracts for the sale of goods, but it does not appear that the contention of the plaintiff in the principal case was made. *Saunders* v. *Kastenbine's Ex'r*, 45 Ky. 17; *Atwood's Adm'r* v. *Fox*, 30 Mo. 499. This view seems consistent with the general principles of statutory construction, which require that a statute be considered as a whole, and full effect given to every word not repugnant to the rest of the act. *United States* v. *Bassett*, Fed. Cas. No. 14,539. If general words are used, they are to be interpreted according to their logical and grammatical meaning. *Beckford* v. *Wade*, 17 Ves. Jr. 87; *Jones* v. *Jones*, 18 Me. 308.

SUBROGATION — STRANGER PAYING OFF MORTGAGE UNDER MISTAKE OF FACT SUBROGATED TO RIGHTS OF MORTGAGEE. — At A's request, and on A's promise to give him a new mortgage, B paid off an incumbrance. B supposed A owned the land, but in fact it was owned by A's wife. She knew nothing of the transaction, and refused to give B the new mortgage. *Held*, that a stranger who pays off a mortgage under a mistake of fact, even though not at the request of the mortgagor, may be subrogated to the rights of the mortgagee. *Butler* v. *Rice*, 103 L. T. Rep. 95 (Eng., Ch. D., May 25, 1910).

In certain cases where a stranger has satisfied the obligation of a debtor, equity, to prevent unjust enrichment, will revive the obligation and enforce it for his benefit. *Crippen* v. *Chappel*, 35 Kan. 495. But where an attempt has been made to extend this doctrine beyond payments to protect actual interests of the third party, or payments at the express request of the debtor, many courts have stumbled over the maxim that "equity does not protect a volunteer." Thus where a third party paid a mortgage, erroneously supposing himself to be the owner of the land, restitution was refused. *Wadsworth* v. *Blake*, 43 Minn.